



Form GSOP 1-PIN (04/98)

STATE OF CALIFORNIA  
Department of General Services - Office of Procurement

**PURCHASE ORDER**

Page 1

Purchase Order No. Rev. Date  
62063 6/19/2008

Supplier No. 51786	Solicitation No. 56900	Delivery Date As Specified	FOB Point Destination	Invoice Terms 45
Agency Billing 58023		Agency Purchase Estimate 8023E14777	Purchase Estimate 67058	Revision 0
Agency Contact DIANA LOO		Phone 916-574-8084	Date Received	

XEROX CORPORATION  
2485 NATOMAS PARK DRIVE  
SUITE 250  
SACRAMENTO, CA 95833  
Attn: CRISS SPEAKE

Phone: 916-441-3939

S EMPLOYMENT DEV DEPARTMENT C  
h T EDD h  
i o 3704 PARKWAY PLACE a T  
P WEST SACRAMENTO, CA 95961 r o  
Attn: MELINDA RAM g e  
CONSUMER AFFAIRS B-03  
ACCOUNTING  
PO BOX 980518  
WEST SACRAMENTO, CA 95798

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
<p><b>TERMS AND CONDITIONS</b></p> <p>This purchase will be governed by the following documents:</p> <p>1) CMAS Contract # 3-01-36-0030A, which is incorporated by reference. 2) Attached Statement of Work, consisting of ten (10) pages.</p>						
1	1	EA	1496-000-1014-8	PRINTER (AS DESCRIBED) HLC155 DT Highlight Color w/ Accessories	316,725.0000	316,725.00
2	1	EA	1496-000-1013-6	PRINTER COMPONENT (AS DESCRIBED) HLCCTL-7 Trans DOCUSP Controller w/155 Speed Kit	34,500.0000	34,500.00
3	1	EA	1496-000-1013-6	PRINTER COMPONENT (AS DESCRIBED) Installation and Training	20,000.0000	20,000.00
4	1	EA	1496-000-1013-6	PRINTER COMPONENT (AS DESCRIBED) Full Service Cost per Copy Maintenance (36 Months)	65,520.0000	65,520.00
5	1	EA	1496-000-1014-8	PRINTER (AS DESCRIBED) Estimated Excess Impressions (750,000 over 36 Months)	132,300.0000	132,300.00
6	1	EA	3610-999-0043-7	MAINTENANCE (AS DESCRIBED) 3 x 5 Extended Shift Service (36 Months)	28,980.0000	28,980.00
7	1	EA	3610-999-0043-7	MAINTENANCE (AS DESCRIBED) HLCCTL-7 Trans DOCUSP Controller Maintenance (36 Months)	6,480.0000	6,480.00
8	1	EA	1496-000-1013-6	PRINTER COMPONENT (AS DESCRIBED) Color Toner (36 Months)	102,600.0000	102,600.00

Sales and/or use tax to be extra unless noted above

Buyer <i>D. Mercado</i> DIANA MERCADO	Phone 916-375-4430	BOC Number
---	-----------------------	------------

*Don Chieft*

**Department of General Services - Office of Procurement**

## Form GSOP 2-PIN (04/98)

Page 2 (Last)

Item No.	Quantity	Unit	Commodity Code	Description	Unit Price	Extension
Total Value:						707,105.00
<u>STATE CONTRACTS AND PROCUREMENT REGISTRATION:</u>						
This Purchase Order has been registered into the State Contracts and Procurement Registration System ( <a href="https://www.scprs.dgs.ca.gov">https://www.scprs.dgs.ca.gov</a> ). The Registration Number is: 11100608314493						

**DEPARTMENT OF CONSUMER AFFAIRS  
OFFICE OF INFORMATION SERVICES**

**STATEMENT OF WORK**

**Xerox DocuTech Color Printer**

**SCOPE OF WORK**

1. The Xerox Corporation agrees to provide the Department of Consumer Affairs (DCA), Office of Information Services (OIS) as described herein.
2. The services shall be performed at the Employment Development Office (EDD), located at 3704 Parkplace Way, Sacramento, California 95961.
3. The Contractor will provide services described in this Scope of Work (SOW), at a minimum during normal state business hours and at all other times as required to successfully provide the services described in this SOW.
4. The Project Coordinator during the term of this agreement will be:

Department of Consumer Affairs

Xerox Corporation

Name: Diana Loo  
Phone: (916) 574-8084  
Fax: (916) 574-8603

Name: Criss Speake  
Phone: (916) 441-3939  
Fax: (877) 782-8402

Direct all agreement inquiries to:

Department of Consumers Affairs

Xerox Corporation

Attention: Diana Loo  
Address: 1625 N. Market Blvd.  
Sacramento, CA 95834  
Phone: (916) 574-8084  
Fax: (916) 574-8603

Name: Criss Speake  
Address: 2485 Natomas Park Drive, Suite # 250  
Sacramento, CA 95833  
Phone: (916) 441-3939  
Fax: (916) 561-6218  
Email: criss.speake@xerox.com

5. Background

The DCA is the primary State agency for protecting the health and safety of consumers through licensing, certifying, and regulating professional practitioners and providers of goods and services as mandated by Section 101.6 of the Business and Professions Code. The DCA is comprised of 38 organizations (autonomous Boards, Bureaus, Committees, Commissions, and Programs, hereinafter referred to as "Boards and Bureaus") that regulate specific professions and services. The Boards and Bureaus provide and regulate hundreds of professional licenses and oversee over 2.3 million licensees.

## 6. Contract Description and Scope

The Contractor shall provide the following:

- A. Deliver and install the following items at the EDD location 3704 Parkplace Way, Sacramento, California 95961:
  - 1. DocuTech HLC155 Highlight Color Production Printer and associated components,
  - 2. DocuTech HLCCTL7 DocuSp Controller
  - 3. Bus and Tag to Printer
  - 4. LCDS/Metacode to PostScript/PDF for archiving
- B. Create a detailed project plan of the installation, migration, testing.
- C. Transfer and Implement the current printing processes into the new Xerox printer.
  - 1. Conduct workflow analysis to validate the rules for the middleware.
  - 2. Create test plan
  - 3. Test and validation transfer.
  - 4. Obtain approvals from DCA that new printer is operating correctly.
  - 5. Collect resources and print files for testing current applications at Xerox lab
  - 6. Review lab test results with DCA for project approval
  - 7. Work with DCA IT staff to coordinate and setup appropriate host printer definitions over TCPIP on NearStar print manager
  - 8. Assist with migration and testing of current print processes to new platform
  - 9. Test and validate existing HFDDL-based Data Center print jobs to DocuTech HLC155 Highlight Color Production Printer
  - 10. Assist with DTS migration to TCPIP/HPR connection
  - 11. Setup queues on printer controllers and any job management software
  - 12. Project management and resource coordination
  - 13. Interface with DCA, DTS and NearStar to facilitate all aspects of projects migration tasks
- D. Train staff at EDD
  - 1. Operator training for HLC155 Highlight Color Production Printer and controller.  
(1 class: 4 Operators) Approximately 4 hours
  - 2. System Administrator training for DocuTech HLC155 controller software including device and queue customization  
(1 Class; 1 Administrator) Approximately 4 hours
- E. Provide maintenance for the following:
  - 1. Xerox DocuTech HLC155 Highlight Color Production Printer and associated components,

## 7. Contractor's Responsibilities

**In addition to the Tasks and Deliverables the following describes specific responsibilities of the Contractor.**

The Contractor shall:

- A. Designate a person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- B. Provide an appropriately skilled consultant(s) for this project.
- C. Provide technical services for all activities associated with the execution of the tasks identified in this SOW.
- D. Comply with all applicable DCA, EDD and State policies and procedures.
- E. Prior to termination of the Contract, the Contractor's consultants shall return all EDD property, including but not limited to, temporarily assigned card keys, office equipment, software, and system documentation.
- F. The Contractor's consultants shall complete all deliverables stipulated in the final SOW, within the specified timeframe, and deliver to the appropriate project party.
- G. The Contractor's consultants shall provide technical services for all activities associated with the roles and responsibilities as identified in this SOW and as agreed upon in the final SOW.
- H. The Contractor's consultants shall comply with all applicable DCA, EDD and State policies and procedures.
- I. The Contractor's consultants shall provide the services described in this SOW, at a minimum during normal state business hours (8 a.m. to 5 p.m., Monday through Friday), with the exception of state holidays, and at all other times as required to successfully provide the services described in this SOW.
- J. The Contractor's consultants are expected to work in Sacramento at the EDD offices and to participate in all required meetings, regardless of location. The EDD site located at 3704 Parkplace Way, Sacramento, California 95961.

#### 8. DCA Responsibilities

The following describes the responsibilities of the DCA.

- A. The DCA designed lead is the contact person to whom all Contractor communications may be addressed. This person shall review the Agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. Coordinate and schedule meetings between the consultants and the projects key personnel.
- C. Review and assess consultant deliverables for quality and completeness, and ensure the technical requirements of the contract are met.
- D. Provide consultants with sufficient and timely access to appropriate project documentation and DCA staff, as appropriate to facilitate the execution of the consultant tasks and deliverables.
- E. The DCA will provide the consultant a workplace at the EDD 3704 Parkplace Way, Sacramento, California 95961 location for the duration of this contract, including: desk, chair, telephone, personal computer, internet connection, Microsoft Office Suite, Microsoft Project, card keys, and access to printer, copier, and fax services.
- F. The DCA will provide the consultant the appropriate policies and procedures for review, such as the use of the confidentiality, DCA facilities, security, and Internet usage policies.
- G. Each contractor shall accept and sign all confidentiality, privacy, security, conflict and any other necessary documents pertaining to confidentiality.
- H. The Contractor's shall return all DCA property, such as card keys, office equipment, and legacy system documentation prior to termination of this contract.

9. Project Deliverables & Due Dates:

The following table identifies tasks and deliverables required by this SOW. The final version of each deliverable is to be presented to the designated DCA Project Lead for review and approval or rejection. No payments shall be made until deliverable is accepted by DCA.

Item/Task	Deliverable	Due Date
Project Plan to deliver, install printer and all associated components	Completed Project Plan	5 days after executed PO
Printer & Components – DocuTech HLC155 Highlight Color Production Printer, Printer Image Output Terminal, HighLight Color Electric module, Server Licenses, Dual Power Cord Kit, DocuTech Highlight color 128 Product ID Kit, DocuSP Software, and Document Ship Kit, and Operating Systems License 3W Middle Module, Red, Green & Blue Kits w/Carts Feeder / Stacker Output Module, Feeder Stacker Output Module, LCDS Font and Documentation Kit, LCDS Software License	Deliver and Install Printer and associated components	30-day after executed PO
Controller - DocuTech HLCCTL7 DocuSp Controller, Config 2A Base Platform with a single 2.2 Ghz processor w/2 GB memory, 80 Gb SATA2 Drive, Aopen Combo CD-RW / DVDROM drive. XRX-100 Graphics Card, three PDCIMUB Boards, Network interface Cards, Pigtail Cable assembly, Keyboard, Mouse and Pad (AA), Controller Stand (BPM), 17" Color Flat Panel Monitor (AAR), Power Strip Kit (96K73120), and 6 Meter IOT Cable Kit (quantity 2) (498K02480), Cable Clamp Kit (498K11500), Product ID Label Kit (096P13389), Printer Speed Enabler HLC129, External Floppy Drive Kit (498K09010), VDCI ISCI Cable		
Bus and Tag to Printer		
LCDS/Metacode to PostScript/PDF for archiving		
Training		When printer is installed and operable
Maintenance for Printer	FY 2008/09	As needed
Maintenance for Controller	FY 2008/09	As needed
Supplies for Printer	FY 2008/09	As needed
Maintenance for Printer	FY 2009/10	As needed
Maintenance for Controller	FY 2009/10	As needed
Supplies for Printer	FY 2009/10	As needed
Maintenance for Printer	FY 2010/11	As needed
Maintenance for Controller	FY 2010/11	As needed
Supplies for Printer	FY 2010/11	As needed

- I. The format and content of all final deliverables must be pre-approved by the designated Project Lead. Microsoft products must be used for the deliverables. Submit completed deliverables in both hard and soft copy.
- J. The contractor shall not be held to scheduled deliverable dates, where the schedules of such deliverables are impacted by the unavailability of the DCA staff, slippages in the scheduling of meetings and/or sessions, or insufficient resource allocations by the DCA.

#### 10. Problem Escalation

The DCA and Contractor acknowledge that certain technical and project related problems or issues may arise and those matters shall initially be brought to the attention of the designated Project Lead. Problems or issues shall normally be reported in regular status reports; however, there may be instances where the severity of the problems justifies escalated reporting.

To this extent, the designated DCA Project Lead shall determine the level of severity and notify the appropriate DCA personnel immediately.

#### 11. Deliverable Acceptance or Rejection

Acceptance or Rejection:

The designated Project Lead shall judge the acceptability of the work performed and the work products produced by the consultant. Completed deliverables must be submitted in both hard and soft copy. Should the work performed or the products produced by the consultant fail to meet minimum conditions, requirements, or other applicable standards, specifications, or guidelines stipulated in this SOW, the following resolution process shall be employed:

- A. The designated Project Lead shall notify the consultant in writing of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the consultant.
- B. The consultant shall respond to the designated Project Lead by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements; and/or shall submit a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the consultant to respond to the designated Project Lead initial problem notification within five (5) business days may result in immediate contract termination. In the event of such termination, the OIS shall pay all amounts due to the contractor for all work accepted prior to termination.
- C. The designated Project Lead shall, within five (5) business days after receipt of the consultant's detailed explanation and/or proposed corrective action plan, notify the contractor in writing whether it accepts or rejects the explanation and/or plan. If the designated Project Lead rejects the explanation and/or plan, the contractor shall submit a revised corrective action plan within three (3) business days of notification of rejection from the designated Project Lead. Failure by the consultant to respond to the notification of rejection by submitting a revised corrective action plan within three (3) business days may result in immediate contract termination. In the event of such termination, the OIS shall pay all amounts due to the contractor for all work accepted prior to termination.

- D. The designated Project Lead shall, within three (3) business days of receipt of the revised corrective action plan from the consultant, notify the consultant in writing whether it accepts or rejects the revised corrective action plan proposed by the consultant. Rejection of the revised corrective action plan may result in immediate contract termination. In the event of such termination, the OIS shall pay all amounts due to the contractor for all work accepted prior to termination.
- E. The State reserves the right, in its sole discretion, to disapprove the continuing assignment of Contractor personnel provided to the State under this contract. If the State exercises this right, the Contractor must remove the personnel from the contract within three (3) working days of notice by the State, and must endeavor to provide qualified replacement personnel who meet the minimum requirements set forth in this SOW within 15 working days but in all cases shall provide replacement personnel within 30 working days of the State exercising its rights. A failure to provide qualified replacement personnel, as determined by the DCA, within the specified period, shall constitute a breach of this agreement and shall entitle the State, at its sole election, to pursue all of its available legal remedies.

## 12. Cost Detail

- A. computer and workstation shall be provided for the consultant onsite at the following location:

Department of Consumer Affairs  
Office of Information Services  
1625 N. Market Blvd, Suite S300  
Sacramento, CA 95834

- B. The contractor acknowledges that the Contractor shall not be paid until the State Fiscal Year budget is signed.

Item/Task	Deliverable
Project Plan to deliver, install printer and all associated components	
Printer & Components – DocuTech HLC155 Highlight Color Production Printer, Printer Image Output Terminal, HighLight Color Electric module, Server Licenses, Dual Power Cord Kit, DocuTech Highlight color 128 Product ID Kit, DocuSP Software, and Document Ship Kit, and Operating Systems License 3W Middle Module, Red, Green & Blue Kits w/Carts Feeder / Stacker Output Module, Feeder Stacker Output Module, LCDS Font and Documentation Kit, LCDS Software License	Deliver and Install Printer and associated components
Controller - DocuTech HLCCTL7 DocuSp Controller, Config 2A Base Platform with a single 2.2 Ghz processor w/2 GB memory, 80 Gb SATA2 Drive, Aspen Combo CD-RW / DVDROM drive. XRX-100 Graphics Card, three PDCIMUB Boards, Network interface	Deliver and Install Controller and associated components



Cards, Pigtail Cable assembly, Keyboard, Mouse and Pad (AA), Controller Stand (BPM), 17" Color Flat Panel Monitor (AAR), Power Strip Kit (96K73120), and 6 Meter IOT Cable Kit (quantity 2) (498K02480), Cable Clamp Kit (498K11500), Product ID Label Kit (096P13389), Printer Speed Enabler HLC129, External Floppy Drive Kit (498K09010), VDCI ISCI Cable	
Printer and Controller Installation	Install Printer, controller and associated components
Printer Supplies	FY 2008/09
Maintenance for Printer	FY 2008/09
Maintenance for Controller	FY 2008/09
Printer Supplies	FY 2009/10
Maintenance for Printer	FY 2009/10
Maintenance for Controller	FY 2009/10
Printer Supplies	FY 20010/11
Maintenance for Printer	FY 20010/11
Maintenance for Controller	FY 20010/11

### 13. Maintenance

Contracted maintenance services will be available on the DocuTech HLC155 Highlight Color Printer and HLCCTL-7 Trans Docusp Controller @ (3x5) shift coverage – Monday through Friday, excluding State holidays and includes labor and printer supplies.

The maintenance also includes an allowance of 200,000 impressions per month at \$.0013. Any copies over that amount will be charged at \$.0049 per copy. This maintenance agreement includes an estimate of up to 750,000 excess impressions per month at \$.0049.

### 14. Amendments

- A. Should, during the course of the resulting contract, it becomes necessary to modify the terms of the Statement of Work (Exhibit A), those modifications may be made by mutual agreement by the contracting parties through a written amendment to the contract. A contract amendment shall not be effective unless in writing and until fully executed by both parties. No oral understanding or agreement not incorporated through the proper contractual process shall be binding on either the Contractor or the DCA.
- B. Contractor resources shall not be expended, at a cost to the DCA, in excess of the authorized contract cost without written authorization from the DCA, in the form of a written contract amendment. Additionally, a written contract amendment is required in the event that additional work is required that both parties agree was unanticipated, is necessary to successfully complete the project, and is within the project scope. All contract amendments shall be processed utilizing the guidelines of the current

Management Memo and a vendor cannot begin work until they have received a fully executed copy of the amendment from the DCA Contracts Unit.

15. Point of Contact

The Primary Contacts for this Agreement are:

**Office of Information Services**

Diana Loo

Office of Information Services

1625 N. Market Blvd, S300

Sacramento, CA 95834

[diana\\_loo@dca.ca.gov](mailto:diana_loo@dca.ca.gov)

Phone: (916) 574-8084

Fax: (916) 574-8603

16. Acceptance (& Rejection) Procedures/Project Closure

Vendor warrants that its services will be performed consistent with generally accepted industry standards and as stated in the CMAS contract terms and conditions.

17. **Contract Parameters**

The Contractor will provide the maintenance services described in this SOW, subject to the following:

- A. The DCA will not reimburse for expenses incurred by the Contractor in the execution of activities.
- B. The Contractor will provide the maintenance services described in this SOW, at a minimum during normal state business hours and at all other times as required to successfully provide these services described in the final SOW.
- C. The DCA may exercise its option to terminate the Agreement in accordance with the provisions of this Agreement. In the event of such termination, the DCA shall pay all amounts due to the Contractor for all work accepted prior to termination.

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the DCA agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

The itemized invoices must be submitted as follows:

- A. Detail the actual labor hours expended by the Contractor's consultant(s), applied to the deliverables or specific meetings;
- B. The contract number;
- C. A certification statement signed by the Contractor Project Coordinator, attesting to the accuracy of the invoice data;
- D. Copies of timesheets signed by the Contractor's consultant(s), supporting the labor hours; and
- E. In triplicate, not more frequently than monthly in arrears to:

Department of Consumer Affairs  
Office of Information Services  
Attn: Diana Loo  
Contract Number: TBD  
1625 N. Market Blvd, Suite S-103  
Sacramento, CA 95834

2. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. **PROGRESS PAYMENT:** Ten percent of the invoiced amount shall be withheld pending final completion of the agreement, receipt, and acceptance by the State of any final reports required under the agreement. The Contractor agrees to comply with the requirements of Public Contract Code (PCC), Section 10346.

## **COST BREAKDOWN:**

The term of this agreement is for 36 months, effective upon the Agreement start date or the date the Purchase Order is signed, whichever is later.

Fiscal Year Break Out

Description	FY	Cost	Billing	Index	PCA	Object
Printer & Components – DocuTech HLC155 Highlight Color Production Printer, Printer Image Output Terminal, HighLight Color Electric module, Server Licenses, Dual Power Cord Kit, DocuTech Highlight color 128 Product ID Kit, DocuSP Software, and Document Ship Kit, and Operating Systems License 3W Middle Module, Red, Green & Blue Kits w/Carts Feeder / Stacker Output Module, Feeder Stacker Output Module, LCDS Font and Documentation Kit, LCDS Software License	2007/08		58402	1301	42100	453
Controller - DocuTech HLCCTL7 DocuSp Controller, Config 2A Base Platform with a single 2.2 Ghz processor w/2 GB memory, 80 Gb SATA2 Drive, Aspen Combo CD-RW / DVDROM drive. XRX-100 Graphics Card, three PDCIMUB Boards, Network interface Cards, Pigtail Cable assembly, Keyboard, Mouse and Pad (AA), Controller Stand (BPM), 17" Color Flat Panel Monitor (AAR), Power Strip Kit (96K73120), and 6 Meter IOT Cable Kit (quantity 2) (498K02480), Cable Clamp Kit (498K11500), Product ID Label Kit (096P13389), Printer Speed Enabler HLC129, External Floppy Drive Kit (498K09010), VDCI ISCI Cable	2007/08		58402	1301	42100	453
Delivery and Install Printer and Controller	2007/08		58402	1301	42100	207 468
Printer Supplies	2008/09		58023	8212	70201	244
Maintenance for Printer	2008/09		58023	8212	70201	244
Maintenance for Controller	2008/09		58023	8212	70201	244
Printer Supplies	2009/10		58023	8212	70201	244
Maintenance for Printer	2009/10		58023	8212	70201	244
Maintenance for Controller	2009/10		58023	8212	70201	244
Printer Supplies	2010/11		58023	8212	70201	244
Maintenance for Printer	2010/11		58023	8212	70201	244
Maintenance for Controller	2010/11		58023	8212	70201	244